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12 Attorneys for Defendant, REMINGTON LODGING & HOSPITALITY, LLC
13 (*erroneously named and served as Remington Costa Mesa Employers, LLC*)

14 **IN THE UNITED STATES DISTRICT COURT**

15 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

16 VALERIE VIERYA,

17 Plaintiff,

18 vs.

19 REMINGTON COSTA MESA
20 EMPLOYERS, LLC, HILTON COSTA
21 MESA HOTEL, AND DOES 1- 20,

22 Defendants.

23 REMINGTON LODGING &
24 HOSPITALITY, LLC

25 Third-Party Plaintiff

26 vs.

27 UNITED SECURITY SERVICES
28 And ROES 1 through 50, inclusive

Third-Party Defendants

) Case No. 8:23-cv-00644-KK-DFM
) [Assigned to Hon. Kenly Kiya Kato]

) **STIPULATED FOR PROTECTIVE
ORDER; ORDER THEREON**

) Second Amended Complaint: March 6,
2023

) Trial Date: December 9, 2024

IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys
for the respective parties, with regard to material disclosed in the course of the above-

1 captioned lawsuit, *Valerie Vierya v. Remington Costa Mesa Employers, LLC et al.*
2 (“Lawsuit”) which constitute or contain trade secrets or other confidential research,
3 development, proprietary or commercial information of the parties, or medical records
4 (“Confidential Material”), the following procedures shall govern:

5 1. This Order is meant to encompass all forms of disclosure that may
6 contain Confidential Material, including any document, pleading, motion, exhibit,
7 declaration, affidavit, deposition transcript, inspection and all other tangible items
8 (electronic media, photographs, videocassettes, etc.).

9 2. The parties may designate any Confidential Material produced or
10 filed in this Lawsuit as confidential and subject to the terms of this Order by marking
11 such materials “Confidential”. If any material has multiple pages, this designation
12 need only be placed on the first page of such material. Any material designated as
13 “Confidential” shall not be disclosed to any person or entity, except to the parties,
14 counsel in this Lawsuit and their experts or agents, and the Court.

15 3. Any material designated as confidential pursuant to paragraph 2
16 above shall be used solely for the purposes of this Lawsuit and for no other purpose.
17 Subject to the terms and conditions set forth herein, any material designated as
18 confidential may be shared with expert witnesses.

19 4. Prior to disclosure of any Confidential Material, each person to
20 whom disclosure is to be made shall execute a written “Confidentiality Agreement” (in
21 the form attached hereto) consenting to be bound by the terms of this Order. The
22 parties, counsel for the respective parties (including legal assistants and other
23 personnel) and the Court are deemed to be bound by this Order and are not required to
24 execute a Confidentiality Agreement.

25 5. Only counsel of record in this Lawsuit shall be permitted to
26 disseminate Confidential Material. Upon dissemination of any Confidential Material,
27 each non-designating counsel of record in this Lawsuit shall maintain a written record
28 in this Lawsuit as to: (1) the identity of any person given Confidential Material, and

1 (2) the identity of the Confidential Material so disseminated (such as by “bate stamp”
2 number). Such record shall be made available to the designation party upon request.
3 Excepted from this provision are persons protected from disclosure pursuant to Code
4 of Civil Procedure section 2034.010, et seq.

5 6. If additional persons become parties to this Lawsuit, they shall not
6 have access to any Confidential Material until they execute and file with the Court their
7 written agreement to be bound by the terms of this Order.

8 7. In the event that any question is asked at a deposition that calls for
9 the disclosure of Confidential Material, the witness shall answer such question (unless
10 otherwise instructed not to do so on grounds of privilege) provided that the only
11 persons in attendance at the deposition are persons who are qualified to receive such
12 information pursuant to this Order. Deposition testimony may be designated as
13 confidential following the testimony having been given provided that (1) such
14 testimony

15 is identified and designated on the record at the deposition, or (2) non-
16 designating counsel is notified of this designation in writing within thirty days after
17 receipt by the designating party of the respective deposition transcript and confidential
18 portion thereof. When Confidential Material is incorporated in a deposition transcript,
19 the party designating such information confidential shall make arrangement with the
20 court reporter not to disclose any information except in accordance with the terms of
21 this Order.

22 8. If a deponent refuses to execute a confidentiality agreement,
23 disclosure of Confidential Material during the deposition shall not constitute a waiver
24 of confidentiality. Under such circumstances, the witness shall sign the original
25 deposition transcript in the presence of the court reporter and no copy of the transcript
26 or exhibits shall be given to the deponent.

27 9. With respect to any communications to the Court, including any
28 pleadings, motions or other papers, all documents containing Confidential Material

1 shall be communicated to the Court either (1) consistent with California Rules of Court,
2 Rules 2.550 and 2.551 or (2) in a sealed envelope or other appropriate sealed container
3 on which shall be written the caption of this Lawsuit, an indication of the nature of the
4 contents of the sealed envelope or container, and the words “**CONFIDENTIAL**
5 **INFORMATION SUBJECT TO PROTECTIVE ORDER**”. All communications
6 shall indicate clearly which portions are designated to be “Confidential”. Any
7 communications containing Confidential Material shall be returned to the submitting
8 party upon termination of this Lawsuit (whether by dismissal or final judgment).

9 10. If a non-designating party is subpoenaed or ordered to produce
10 Confidential Material by another court or administrative agency, such party shall
11 promptly notify the designating party of the pending subpoena or order and shall not
12 produce any Confidential Material until the designating party has had reasonable time
13 to object or otherwise take appropriate steps to protect such Confidential Material.

14 11. If a party believes that any Confidential Material does not contain
15 confidential information, it may contest the applicability of this Order to such
16 information by notifying the designating party’s counsel in writing and identifying the
17 information contested. The parties shall have 30 days after such notice to meet and
18 confer and attempt to resolve the issue. If the dispute is not resolved within such
19 period, the party seeking the protection shall have 30 days in which to make a

20 motion for a protective order with respect to contested information. Information
21 that is subject to a dispute as to whether it is properly designated shall be treated as
22 designated in accordance with the provisions of this Order until the Court issues a
23 ruling.

24 12. Inadvertent failure to designate any material “Confidential” shall
25 not constitute a waiver of an otherwise valid claim of confidentiality pursuant to this
26 Order, so long as a claim of confidentiality is asserted within fifteen days after
27 discovery of the inadvertent failure. At such time, arrangement shall be made by the
28 parties to designate the material “Confidential” in accordance with this Order.

1 13. This Order shall be without prejudice to the right of any party to
2 oppose production of any information or object to its admissibility into evidence.

3 14. When any counsel of record in this Lawsuit or any attorney who
4 has executed a Confidentiality Agreement becomes aware of any violation of this
5 Order, or of facts constituting good cause to believe that a violation of this Order may
6 have occurred, such attorney shall report that there may have been a violation of this
7 Order to the Court and all counsel of record.

8 15. Within 30 days after termination of this Lawsuit (whether by
9 dismissal or final judgment), all Confidential Material (including all copies) shall be
10 returned to counsel for the designating party or destroyed by counsel of record in
11 possession of same within 90 days following the termination of this lawsuit. Counsel
12 in possession of such material shall execute an affidavit verifying that all Confidential
13 Material produced to such counsel and any subsequently made copies are being (1)
14 destroyed by counsel in possession or (2) returned in their entirety pursuant to the terms
15 of this Order. Such representation fully contemplates that returning or destroying
16 counsel has contacted all persons to whom that counsel disseminated Confidential
17 Material, and confirmed that all such material has been returned to disseminating
18 counsel or destroyed.

19 16. After the termination of this Lawsuit, the provisions of this Order shall
20 continue to be binding and this Court shall retain jurisdiction over the parties and any
21 other person who has access to documents and information produced pursuant to this
22 Order for the sole purpose of enforcement of its provisions.

23 IT IS SO ORDERED:

24
25 Dated: February 20, 2024

26 
27 Douglas F. McCormick
28 United States Magistrate Judge

1
2 DATED: February 20, 2024

PAUL LAW OFFICES, PLLC

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4
5 BY:

Gregory Paul

6
7 GREG PAUL

8 Attorney for Plaintiff, Valerie Vierya

9
10 DATED: February 20, 2024

YOKA | SMITH, LLP

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12
13
14 BY:

[Signature]

15 VIVIAN I. RIVERA

16 Attorney for Defendant, REMINGTON
17 LODGING & HOSPITALITY, LLC
18 (*erroneously named and served as*
19 *Remington Costa Mesa Employers,*
20 *LLC*)

CONFIDENTIALITY AGREEMENT

BEING DULY SWORN, I hereby attest the following:

(1) It is my understanding that confidential information will be provided to me pursuant to the terms and restrictions of the Protective Order entered in Valerie Vierya v. Remington Costa Mesa Employers, LLC et al., by the United States District Court Central District of California, Southern Division, Case No. 8:23-cv-00644-KK-DFM.

(2) I have been given a copy of and have read the Protective Order and have had its meaning and effect explained to me by the attorneys providing me with such confidential information, and that I hereby agree to be bound by it.

(3) I further agree that I shall not disclose such confidential information to others, except in accordance with the Protective Order.

(4) It is my understanding that if I fail to abide by the terms of the Protective Order then I may be subject to sanctions imposed by the Court for such a failure.

(5) I hereby consent to the jurisdiction of the Court for the purposes of enforcing the Protective Order.

Dated: _____

Signature

Printed Name